

2. Failing to file a grievance or dispute against the terms of this employment contract. The existence of the grievance or dispute shall be considered null and void.
3. Employee shall respect and obey all laws, rules and regulations of the Commonwealth of the Northern Mariana Islands and comply with such reasonable rules and regulations as the employer may establish from time to time.
4. Employer agrees to work and live in harmony with her/his co-workers and at all times to conduct herself/himself in an orderly manner with due regard to the comfort and convenience of her/his co-workers.

MANAGEMENT RIGHT

The employer reserves exclusively to itself and retains all management rights not expressly prohibited by law. Management shall have the right to determine and control the methods and manner of its operation, establish production, work or efficiency standards, benchmark to measure overall or single job order performance, admonish, suspend and discharge employee for failing to meet standards; promulgate reasonable rules not inconsistent with law and to enforce such rules through disciplinary action; change pay periods consistent with law, transfer, move, eliminate jobs or cease certain or discontinued jobs, change the work schedule depending on business requirements, change duties and assignments unless prohibited by law.

The right to hire, discipline, suspend, or terminate for cause, the right to relieve employees from duty because of lack of work or other legitimate reasons, renew employment, and to maintain order and efficiency shall vest exclusively with the employer. The right to discipline, suspend, or discharge for cause shall likewise vest with the employer, provided that claims of wrongful or unjust discipline, suspension, or discharge shall be subject to the grievance procedure herein provided.

The employee understands and agrees that he/she has no right in law or equity to renew his/her employment contract prior to, or after the expiration of this employment contract. Renewal of employment shall be as provided herein and subject to the approval of the Department of Labor and Immigration.

The employee covenants and agree that so long as he/she is in the employ of the Company (herein employer) and for a period of one year after the expiration of his/her work permit or termination of employment, he/she will not directly or indirectly, disclose, communicate, divulge or furnish to or use for the benefit of himself/herself (except while he/she is in the employ solely and in the pursuit of the activities of the company) or any other person, firm, corporation, partnership or association, the names of the customers of the Company, or any trade secrets, designs, strategies, ideas or products or articles sold or distributed by the Company, other proprietary information or materials of the Company, which may be communicated to him/her or which he/she may learn or have access to by virtue of his/her activities under this employment contract. The employee further agree that he/she will not, without the consent of the Company in writing first obtained, for a period of one year after his/her employment ceases either by resignation, termination, expiration of permit, or other causes, enter the employ of or render services to any person, firm, partnership or corporation dealing in products or services which compete with any products of or services of the company or engage in any competing business on his/her own account or become interested therein as director, principal, representative, employee or in any relationship or capacity.

TERMINATION

This position may be terminated as follows:

- a. With cause by either party by giving the other party ten (10) days advance written notice.
- b. In the event of termination for cause, the employee may, at his/her election, contest such termination in accordance with the grievance procedures set forth herein, or accept termination and receive payment of services rendered up to the effective date of termination plus a one-way airline ticket for his/her return to his/her point of hire.
- c. Termination for cause shall include any of the following:
 - use or possession of firearms, dangerous weapons, explosives, or drugs at place of employment or at employer provided housing facility.
 - bringing in of unauthorized person(s) into the employee's assigned quarters or employer provided facilities.
 - misrepresentation of the qualifications, skills, physical or mental fitness or inability to satisfactorily perform the duties for which the employee was hired - mental instability - neurosis - psychosis.
 - failure to perform in accordance with established standards of performance.
 - off-duty conduct that is detrimental to the employee's performance on the job, to the employer's business success, reputation or similar concerns.
 - careless performance, non-performance, or non-completion of assigned work.
 - false statements given in obtaining or renewing a leave of absence.
 - conviction in the CNMI of any felony or two or more misdemeanors.
 - discrimination on the basis of sex, age, race, color, nationality, religion or handicap.
 - use or possession of alcohol on the job, or intoxication on the job.
 - reduction in force due to adverse economic conditions or economic necessity.
 - shutdown of business operations on economic or institutional grounds.
 - employee conduct reflecting unfavorably upon the employer.
 - unauthorized taking or use of another person's or company's property.
 - operation of business or down-size of business operation.
 - engaging in any unauthorized employment or business activity.
 - purposely using company name for personal gains - violation of CNMI or U.S. Federal law.
 - the breach of any provision of this contract.
 - driving without a valid driver's license - five unauthorized absences or tardiness.
 - false employment application - abandoning of job or assigned duty.
 - violation of company policies - destruction of property - fighting with co-worker(s).
 - assault - theft - insubordination - incompetence - neglect of duty - disloyalty.

REMITTANCE/OTHER OBLIGATIONS

The employee shall be responsible for providing any money to his/her family and payment of any taxes as required by his/her government or a similar person or agency.

ENTIRE AGREEMENT

The foregoing terms and conditions constitute the sole understanding of the parties hereto and shall supersede any other agreement, written or verbal, made between the parties.

SEVERABILITY AND APPLICATION

In the event that any part hereof or any provision herein contained be rendered or declared invalid by a decree of a court of competent jurisdiction, such invalidation of such part or portion of the employment contract shall be deemed separable from all other provisions of this employment contract other than those held invalid shall be in full force and effect. The parties to this contract shall correct the invalidated portion of the contract as practicable by joint negotiations. The parties agree to negotiate in good faith to reform this employment contract in the event some of the provisions are declared invalid.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

DECLARATION

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 3-07-07 at Saipan, Commonwealth of the Northern Mariana Islands.

DATE 3-07-07

BY: JOAQUIN S. TORRES Human Resources Director
(Print Name, Title and Sign)
LAT INTERNATIONAL CORPORATION

DECLARATION

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 3-07-07 at Saipan, Commonwealth of the Northern Mariana Islands.

DATE 3-07-07

JOANNA B. ABILLANOSA
EMPLOYEE (Print Name and Sign)

DATE _____

APPROVED BY _____
DIRECTOR OF LABOR